

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
(SHERMAN DIVISION)**

J&L Wire Cloth, LLC,

Plaintiff,

v.

**Waldroop Steel Company &
Waldroop Construction,**

Defendants.

___ Civ. ____ (____)(____)

**DEFENDANT’S NOTICE OF
REMOVAL**

DEFENDANTS’ NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Defendants Waldroop Steel Company, LLC (“Waldroop Steel”) and Waldroop Construction, LLC (“Waldroop Construction”) (collectively, “Defendants”) removes this action from the District Court of Grayson County, Texas, to the United States District Court for the Eastern District of Texas. Removal is warranted as this is a diversity action with more than \$75,000 in controversy and thus, this Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1332. In support of this Notice of Removal, Defendants show the Court as follows:

Procedural History and Plaintiff’s Allegations

1. On or about December 19, 2024, Plaintiff J&L Wire Cloth, LLC (“J&L”), commenced this action entitled *J&L Wire Cloth, LLC v. Waldroop Steel*, Case No. CV-24-1604 (the “State Court Action”) by filing a Petition against Defendants with the District Court of Grayson County, State of Texas (the “Petition”). The State Court Action was assigned to the 15th

Judicial District Court of Grayson County, Texas located at 200 S. Crockett Street, 2nd floor, Sherman, Texas 75090.

2. Defendants accepted service of the Petition on February 7, 2025, making Defendants' Answer due on or before March 3, 2025.

3. The Petition purports to state claims against Defendants for breach of contract (Count I), Promissory Estoppel (Count II), Money Had and Received (Count III), and Fraud (Count IV) and seeks monetary relief in excess of \$1,000,000.00. *Id.*

All Procedural Requirements for Removal Have Been Satisfied

4. Pursuant to Local Rule CV-81(c)(1), Defendants hereby provide notice that the State Court Action is currently pending.

5. Pursuant to 28 U.S.C. § 1446 and Local Rule CV-81(c)(2), a civil cover sheet and certified copies of the state court docket sheet and a copy of all process and pleadings served upon Defendants to date are attached as Exhibits A1 – A8. In addition, pursuant to Local Rule CV-81(c)(1), (3) a list of all parties and all attorneys is attached hereto as Exhibits A9 and A10.

6. There are no motions pending before the District Court of Grayson County in this matter, nor are any hearings currently set. Pursuant to Local Rule CV-81(4), Defendants provide notice that, together with this Notice, Defendants hereby demand a jury trial on all matters so triable. Pursuant to Local Rule CV-81(5) Defendants provide notice that the name and address of the state court from which this action is being removed is the 15th Judicial District Court of Grayson County, Texas located at 200 S. Crockett Street, 2nd Floor, Sherman, Texas 75090.

7. Thirty or fewer days have passed since Defendants obtained a copy of the Petition. Thus, Defendants are timely removing this case to the United States District Court for the Eastern District of Texas. *See* 28 U.S.C. § 1446(b)(1) (“The notice of removal . . . shall be filed within 30

days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading”)

8. Pursuant to 28 U.S.C. § 1446(a), the United States District Court for the Eastern District of Texas is the appropriate court for filing this Notice of Removal from the District Court of Grayson County, State of Texas, where the Action is pending. *See* 28 U.S.C. § 124(c)(3).

9. Venue is proper pursuant to 28 U.S.C. §§ 1441(a) and 1391(b) because the U.S. District Court for the Eastern District of Texas, Sherman Division, is the federal judicial district and division thereof embracing the 15th Judicial District Court of Grayson County, Texas.

10. After filing this Notice of Removal, Defendants will promptly serve written notice of this Notice of Removal on counsel for Plaintiff, which constitutes all adverse parties in this matter, and will file the same with the Clerk of the 15th Judicial District Court of Grayson County, Texas, in accordance with 28 U.S.C. § 1446(d).

Removal is Proper Because This Court Has Subject Matter Jurisdiction Pursuant to 28 U.S.C. § 1332

11. This Court has original jurisdiction over this action under the diversity of citizenship provision contained in 28 U.S.C. § 1332(a) because this is a civil action: (A) where the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and (B) that is between citizens of different states. Accordingly, Defendants may remove this action to this Court pursuant to 28 U.S.C. § 1441(a).

A. The amount in controversy requirement is satisfied.

12. In its Petition, J&L seeks recovery of an amount in excess of \$75,000, exclusive of interest and costs. *See* Ex. A-1, ¶ 3 (claiming damages in an amount “over \$1,000,000”).

13. The assertions regarding damages in the Petition are sufficient to demonstrate that the amount in controversy requirement for diversity jurisdiction has been met. *See* 28 U.S.C. §

1446(c)(2). In addition, Defendant Waldroop Construction contemplates filing a counterclaim for damages against J&L for damages of approximately \$887,000.00 for, among other things, unpaid amounts owed by J&L for work performed by Waldroop Construction.

B. Complete diversity of citizenship exists between J&L and Defendants.

14. “A partnership or unincorporated association’s citizenship is determined by the citizenship of each of its partners. The citizenship of a limited liability company is determined by the citizenship of all of its members. A corporation is a citizen of every State by which it has been incorporated and of the State where it has its principal place of business.” *Pennie v. Obama*, 255 F. Supp. 3d 648, 670 (N.D. Tex. 2017) (internal citations and quotations omitted).

15. J&L Petition asserts that it is a “Minnesota limited liability company.” *See* Ex. A-1, ¶ 4. Upon information and belief, Gary Hide and Tim Selhorst are the sole members of J&L and are residents of North Carolina. Thus, J&L is a citizen of North Carolina for purposes of evaluating this Court’s jurisdiction.

16. As further established by the Affidavit of Bryan Waldroop, attached hereto as “Exhibits B,” Defendants are not citizens of Texas because (1) Defendant Waldroop Steel Company, LLC’s sole member is Brayden Waldroop and he is an individual and resident of Edmond, Oklahoma, and (2) Defendant Waldroop Construction’s sole member is Bryan Waldroop and he is an individual and resident of Jackson County, Oklahoma. Thus, Defendants are each citizens of Oklahoma.

17. In light of the foregoing, complete diversity exists for purposes of 28 U.S.C. § 1332(a)(1).

18. Defendants reserve the right to amend or supplement this Notice of Removal.

19. Defendants reserve all defenses, including, without limitation, those set forth in Fed. R. Civ. P. 12(b). Defendants will file a responsive pleading in the time-frame permitted under Fed. R. Civ. 81(c)(2)(C), or as further extended by the Court.

20. Written notice of the filing of this Notice of Removal will be provided to Plaintiff J&L and the state court promptly after the filing of the Notice of Removal pursuant to 28 U.S.C. § 1446(d).

Jury Demand

21. Defendants demand a jury trial on all issues.

WHEREFORE, Defendants remove this action from the District Court of Grayson County, Texas, to this Court pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, and invokes this Court's jurisdiction.

Date: March 3, 2025

Respectfully Submitted,

BILL KENNEDY LAW, PLLC

/s/ William P. Kennedy

WILLIAM P. KENNEDY

Texas Bar No. 24067347

B. RYAN WEGER

Texas Bar No. 24110519

HILLARY L. CLARK

Texas Bar No. 24077714

121 S. Austin Avenue

Denison, Texas 75020

Tel: 903.337.1986

Fax: 972.939.6878

eservice@billkennedylaw.com

Exhibit A—Index of Documents

Attached:

- Ex. A-1: Plaintiff's Original Petition in state court, filed on 12/19/2024
- Ex. A-2: Request for Citation (state court) against Waldroop Steel, filed 12/19/2024
- Ex. A-3: Request for Citation (state court) against Waldroop Construction, filed 12/19/2024
- Ex. A-4: Citation issued in state court, filed 12/19/2024
- Ex. A-5: Citation issued in state court, filed 12/19/2024
- Ex. A-6: Rule 11 Agreement, filed 02/07/2025
- Ex. A-7: Copy of the case summary in the state court action, dated 02/28/2025
- Ex. A-8: Civil Cover Sheet, dated 02/28/2025
- Ex. A-9: List of all parties to State Court Action and Party Type
- Ex. A-10: List of attorneys involved in this action

CV-24-1604
CAUSE NO. _____

J&L WIRE CLOTH, LLC,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	GRAYSON COUNTY, TEXAS
	§	
WALDROOP STEEL COMPANY &	§	
WALDROOP CONSTRUCTION	§	Grayson County - 15th District Court
	§	
Defendants.	§	_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff J&L Wire Cloth, LLC ("J&L") complaining of and against Defendant Waldroop Steel Company and Defendant Waldroop Construction (Collectively "Defendants") and for causes of action and as grounds for relief respectfully states:

I. SUMMARY

1. Under the parties' written Purchase Order, Defendants agreed to build J&L a facility in Denison, Texas. As part of a down payment, J&L paid the Defendant \$2,500,000.00, which including paying for the building and its materials in full, for all the excavation, and expediency in completing the project. After repeated delays, assurances that all materials were purchased, and guarantees the materials would arrive soon, Defendants informed J&L that they spent all the initial funding even though all the materials they claimed to have purchased were not on the job site and could not provide proof that the materials were at their shop. Furthermore, Defendants attempted to increase the costs of the project. Instead, Defendants charged J&L full price for those line items, refused to deliver any additional materials, and stopped all work on the job site. As a result, J&L was forced to file suit to mitigate further losses.

J&L WIRE CLOTH LLC'S
ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE



II. DISCOVERY CONTROL PLAN

2. Discovery in this matter shall be conducted under Level 2 of Texas Rule of Civil Procedure 190.

III. RELIEF SOUGHT

3. J&L seeks monetary relief over \$1,000,000.

IV. PARTIES AND SERVICE OF PROCESS

4. J&L is a Minnesota limited liability company who does business in Minnesota and South Carolina.

5. Defendant Waldroop Steel Company with its principal place of business in Canadian County, Oklahoma. Defendant may be served with process by serving its registered agent, Bryaden Waldroop, at 909 E. Sycamore Ave. Altus, Oklahoma 73521.

6. Defendant Waldroop Construction with its principal place of business in Oklahoma County, Oklahoma. Defendant may be served with process by serving its registered agent, Bryan Waldroop, at 1800 N. Main #5, Altus, Oklahoma 73521.

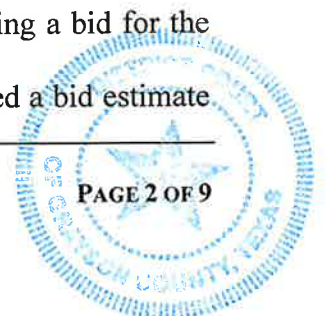
V. VENUE AND JURISDICTION

7. Venue is proper in Grayson County because it is the county in which a substantial part of the events or omissions giving rise to J&L's claims occurred. *See* TEX. CIV. PRAC. & REM. CODE § 15.002(a).

8. This Court has jurisdiction over J&L's claims because they exceed this Court's minimum jurisdiction. *See* TEX. GOV'T CODE § 24.007(b).

VI. FACTS

9. Beginning in July of 2023, J&L and Defendants started negotiating a bid for the construction of the Denison Facility. On September 9, 2023, Defendants provided a bid estimate



to J&L. On September 21, 2023, Defendants sent a fixed price cost estimate to J&L. The total cost of the project was \$5,796,480.13. J&L accepted the cost estimate by sending back a fixed price Purchase Order, which incorporated the fixed price cost estimate. On September 26, 2023, J&L paid Defendants \$1,000,000.00 as a down payment for the purchase order and to begin construction of the building. On December 6, 2023, J&L paid Defendants an additional \$1,500,000.00 to provide funds to expedite the project. These additional funds were not specifically ear marked but would enable subcontracted work to be completed prior to the building's completion.

10. After J&L paid these amounts, work on the Denison Facility was slow and drawn out. After a couple of months and barely any progress on the job site, J&L contacted Defendants to figure out the status of everything. On July 14, 2024 in response to J&L's request, Defendants insisted that the slow down occurred from the addition of a two ton crane, which Defendants claimed increased the cost of the building and increased the cost of the concrete from \$510,000.00 to \$979,375.00. These increase in costs are unjustified because there were communications dating back to June of 2023 with Defendants and J&L about the crane being included in the project.

11. On September 9, 2024, Defendants sent a new bid estimate for the work which increased the prices for excavation, the building, added on a separate line item 6.5% for A&E, and other costs to a total new cost for the project of \$7,156,226.68. This came as a complete surprise to J&L because Defendants had assured J&L the Purchase Order on September 21, 2023, was a fixed price. J&L requested documentation to show how the costs had increased, but Defendants never produced any documents demonstrating how these costs had changed. Instead, Defendants claimed the project scope had drastically changed and that resulted in the change in



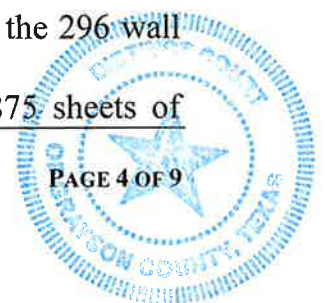
costs. The only change Defendants can point to is the addition of a crane in the Denison Facility. Contrary to that assertion, emails were exchanged between Defendants and J&L back in 2023 about including the crane. During that conversation back in 2023, Defendants were instructed to include the crane as a part of the project scope, bid, and it was a line item on the quote.

12. Defendants have reassured J&L multiple times that all steel was already purchased so that the price would be locked for the building: first on July 17, 2024, then again on July 18, 2024, and again on November 21, 2024. Despite those assertions, on November 5, 2024, Defendants sent an invoice increasing the price of the building by \$318,750.00, increasing the price of excavation by \$175,000.00, increasing the price of concrete by \$312,000.00, added an additional 6.5% for A&E, and added on other additional line items that did not appear in the original Purchase Order. For example, the invoice includes a separate fee for an architect and then a general overhead fee, but in the original Purchase Order the amount for the architect was already included in the general overhead fee for \$383,000.00. This is just one example of Defendants attempt to improperly increase the price of the project.

13. Defendants informed J&L that they had used up all of the initial \$2,500,000.00 and requested further funds or they would stop work. At that point, J&L decided to conduct an inventory. At the same time J&L again requested documentation from Defendants to back up their claim. No such supporting documentation ever arrived.

14. On November 19, 2024, J&L conducted an inventory of what had arrived on the job site at the Denison Facility. To J&L's dismay, roughly twenty percent of the steel for the building had arrived on site. The items inventoried on that date were 9 of the 90 major structural weldments that make up the columns and rafters, 72 of the 296 wall girts, 375 of the 625 purlins, 130 of the 272 sheets of siding, 0 of the 875 sheets of

J&L WIRE CLOTH LLC'S
ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE



roofing panel, 0 of the interior liner, 0 of the door jambs or headers, 0 of the window framing, and 0 of the hardware. Of the work completed, J&L estimated that only a little under one million dollars' worth of work was on the site and could not account for where the rest of funding went because Defendants still refused to provide supporting documents.

15. Despite refusing to deliver all of the material, Defendants demand to be paid in full for what was already paid for with the initial payments. All work has since ceased on the job site and Defendants have refused to deliver any additional materials or steel.

VII. CAUSES OF ACTION

A. Breach of Contract

16. J&L repeats and re-alleges each of the allegations contained in paragraphs 1 through 15 above, as if fully set forth herein.

17. The Purchase Order constitutes a valid and enforceable contract. J&L performed or tendered performance of its contractual obligations, and Defendants breached that contract. Defendants' breach caused J&L injuries in an amount that exceed this Court's minimum jurisdiction.

B. Promissory Estoppel

18. J&L repeats and re-alleges each of the allegations contained in paragraphs 1 through 17 above, as if fully set forth herein.

19. Defendants promised J&L that Defendants would construct the Denison Facility for the amount outlined in the Purchase Order dated September 21, 2023.

20. J&L relied on Defendants' promise by making a down payment of \$2,500,000. Because of the nature of the promise, J&L's reliance was both reasonable and substantial.



Defendants asserted the September 21, 2023, Purchase Order was a fixed price that J&L could work with.

21. Defendants knew or reasonably should have known that J&L would rely on Defendants' promise to build that facility for the Purchase Order price because the parties had fully negotiated the terms and Defendants reassured it was a fixed price.

22. Injustice to J&L can be avoided only if Defendants' promise is enforced. The initial payment provided to Defendants was for the entire building and excavation work. As of November 2024, only twenty percent of the steel for the building is on site and numerous parts have not arrived.

23. J&L's reliance on Defendants' promise resulted in injury to J&L, which caused the following damages: over \$1,500,000 in unaccounted for funds used up by Defendants without any supporting documentation. As a result, J&L suffered damages in an amount that exceed this Court's minimum jurisdiction.

C. Money had and Received

24. J&L repeats and re-alleges each of the allegations contained in paragraphs 1 through 23 above, as if fully set forth herein.

25. Defendants holds money that, in equity and good conscience, belongs to J&L. Defendants received \$2,500,000 as an initial down payment for the building, excavation, and funded for expedience in completing the project. Defendants have asserted that all money has been used up. J&L's inventory of the material at the job site shows only a little over a million dollars' worth of material has arrived. The remaining \$1,500,000 remains unaccounted for and has not arrived at the job site.



26. J&L seeks liquidated damages in the amount of at least \$1,500,000, which is within the jurisdictional limits of this Court.

D. Fraud

27. J&L repeats and re-alleges each of the allegations contained in paragraphs 1 through 26 above, as if fully set forth herein.

28. Defendants represented to J&L that all steel was purchased the year before to lock in the price for building the Denison Facility. Despite that representation Defendants now claim the price for the building has increased. Additionally, Defendants made false representation that the addition of the two ton crane increased the cost of the building by \$318,750.00 and the cost of the concrete by \$469,000.00.

29. Defendants' representation to J&L was material because it was essential to J&L to have the building completed for the amount agreed on in the Purchase Order.

30. Defendants' representation to J&L was a false statement of fact because when the inventory of all material on the job site at the Denison Facility was conducted only 20% of all steel was present.

31. Defendants made the false representation knowing it was false because they assured J&L that all steel was purchased and ready to arrive at the job site on three separate occasions when they have still failed to deliver all of the steel allegedly purchased for the job.

32. As a result, J&L suffered damages in an amount that exceed this Court's minimum jurisdiction.

VIII. CONDITIONS PRECEDENT

33. All conditions precedent to the filing of this lawsuit have been performed or have occurred.

IX. ATTORNEYS' FEES

34. J&L repeatedly demanded Defendants comply with the Purchase Order and complete the construction of the Denison Facility. Defendants ignored J&L's requests, and J&L found it necessary to retain the undersigned law firm in order to minimize any further damages. Pursuant to TEX. CIV. PRAC. & REM. CODE § 38.001 *et seq.*

X. REQUESTS FOR DISCLOSURE

35. Pursuant to Texas Rule of Civil Procedure 194, Defendants are requested to disclose to J&L the information or material described in Rule 194.2(b)(1)–(12).

XI. CONCLUSION AND PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff J&L Wire Cloth, LLC respectfully requests that upon final hearing hereof, the Court:

- a. award J&L Wire Cloth, LLC its actual damages;
- b. award J&L Wire Cloth, LLC its reasonable and necessary attorneys' fees and costs;
- c. award J&L Wire Cloth, LLC its expectation interest and lost profits;
- d. award J&L Wire Cloth, LLC all costs of court, including expert witness fees and deposition costs;
- e. award J&L Wire Cloth, LLC pre-judgment and post-judgment interest; and
- f. award such other and further relief, both in law and equity, to which J&L Wire Cloth, LLC may be justly entitled.

[signature on following page]



Respectfully submitted,

NELSON MULLINS RILEY SCARBOROUGH, LLP

By: /s/ Craig D. Dillard

Craig D. Dillard

Texas Bar No. 24040808

craig.dillard@nelsonmullins.com

Colin Minx

Texas Bar No. 24131039

colin.minx@nelsonmullins.com

1111 Bagby Street, Suite 2100

Houston, Texas 77002

Telephone: (346) 646-6670

Facsimile: (346) 241-3758

Attorneys for Plaintiff J&L Wire Cloth LLC

J&L WIRE CLOTH LLC'S

ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE

STATE OF TEXAS

COUNTY OF GRAYSON

I, Kelly Ashmore, District Clerk in and for Grayson County, Texas,
do hereby certify that the above and foregoing is a true and correct
copy of the original document as the same appears on the file in the
District Court, Grayson County, Texas. Witness my hand and seal of
the Court, this the 28th day of February A.D., 2025

KELLY ASHMORE, DISTRICT CLERK PAGE 9 OF 9
GRAYSON COUNTY, TEXAS

Britney Hubbard
Deputy

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anel Valdez on behalf of Craig Dillard

Bar No. 24040808

anel.valdez@nelsonmullins.com

Envelope ID: 95520758

Filing Code Description: Petition

Filing Description: Plaintiff's Original Petition and Requests for Disclosure

Status as of 12/19/2024 3:43 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Craig Dillard		craig.dillard@nelsonmullins.com	12/19/2024 3:35:49 PM	SENT
Colin Minx		colin.minx@nelsonmullins.com	12/19/2024 3:35:49 PM	SENT
Docketing HOU		Docketing.HOU@nelsonmullins.com	12/19/2024 3:35:49 PM	SENT
Anel Valdez		anel.valdez@nelsonmullins.com	12/19/2024 3:35:49 PM	SENT



KELLY ASHMORE
Grayson County District Clerk
Justice Center
200 S. Crockett
Sherman, TX 7090

PARTY(S) ATTORNEY
Craig D. Dillard
1111 Bagby Street Suite 2100
Houston TX 77002

CITATION

The State of Texas

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

Waldroop Steel Company
Registered Agent – Bryaden Waldroop
909 E. Sycamore Ave.
Altus OK 73521

Greetings:

You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE** at or before ten o'clock a.m. on the Monday after the expiration of twenty days after the date of service of this citation before the Honorable **15th District Court** of Grayson County, Texas at the Justice Center of said County in Sherman, Texas. Said Plaintiff's Petition was filed in said court on the 19th day of December, 2024 this case, numbered **CV-24-1604** on the docket of said court, and styled:

J&L Wire Cloth, LLC v. Waldroop Steel Company & Waldroop Construction

The nature of the Plaintiff's demand is fully shown by a true and correct copy of the PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE, accompanying this citation and make a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under hand and seal of said court at Sherman, Texas, 19th day of December, 2024.

Kelly Ashmore

District Clerk
Grayson County, Texas

Jamei Morris
Deputy



CV-24-1604

SHERIFF'S RETURN

Came to hand on _____ day of _____, _____, at _____ O'clock _____. And executed in _____

County, Texas by delivering to each of the within-named defendant(s), in Person, a true copy of this citation, having first endorsed thereon the date of delivery, Together with the accompanying true and correct copy of the Plaintiff's Petition, at The following times and places, to-wit:

NAME	Date Yr-Day-Yr	Time	Place, Course, Dist from Court House
------	----------------	------	--------------------------------------

Type of Service: Personal Posting Publication Other

Type of Paper: _____

And not executed as to the defendant, _____ the

Diligence used in finding said defendant being _____ and

The cause of failure to execute this process is _____ and

The information received as to the whereabouts of the said defendant _____

Fees – Serving _____
_____, County, Texas

Sheriff/Constable/Police Chief _____

Deputy _____

UNSERVED RETURN

Came to hand on _____, _____ at _____ am/pm and was returned un-served to the issuing court after the following service attempts:

Date/Time	Location	Notes

Fees – Serving _____
_____, County, Texas

Sheriff/Constable/Police Chief _____

Deputy _____

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

State of Texas

County of _____

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public,
by _____, this _____ day of _____, 20 _____.

STATE OF TEXAS

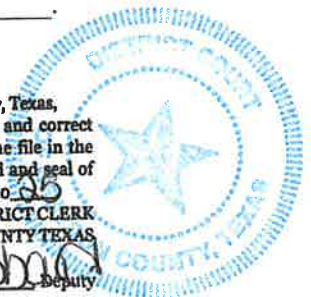
COUNTY OF GRAYSON

I, Kelly Ashmore, District Clerk in and for Grayson County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the original document as the same appears on the file in the District Court, Grayson County, Texas. Witness my hand and seal of the Court, this the 28th day of February, A.D., 2025.

KELLY ASHMORE, DISTRICT CLERK

GRAYSON COUNTY TEXAS

Brian G. Hubbard
Deputy



KELLY ASHMORE
Grayson County District Clerk
Justice Center
200 S. Crockett
Sherman, TX 7090

PARTY(S) ATTORNEY
Craig D. Dillard
1111 Bagby Street Suite 2100
Houston TX 77002

CITATION

The State of Texas

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

Waldroop Construction
Registered Agent – Bryan Waldroop
1800 N. Main #5
Altus OK 73521

Greetings:

You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE** at or before ten o'clock a.m. on the Monday after the expiration of twenty days after the date of service of this citation before the Honorable **15th District Court** of Grayson County, Texas at the Justice Center of said County in Sherman, Texas. Said Plaintiff's Petition was filed in said court on the 19th day of December, 2024 this case, numbered **CV-24-1604** on the docket of said court, and styled:

J&L Wire Cloth, LLC v. Waldroop Steel Company & Waldroop Construction

The nature of the Plaintiff's demand is fully shown by a true and correct copy of the PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE. accompanying this citation and make a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under hand and seal of said court at Sherman, Texas, 19th day of December, 2024.

Kelly Ashmore
District Clerk
Grayson County, Texas

Jamie Morris
Deputy



CV-24-1604

SHERIFF'S RETURN

Came to hand on _____ day of _____, _____, at _____ O'clock _____. And executed in _____

County, Texas by delivering to each of the within-named defendant(s), in Person, a true copy of this citation, having first endorsed thereon the date of delivery, Together with the accompanying true and correct copy of the Plaintiff's Petition, at The following times and places, to-wit:

NAME	Date Yr-Day-Yr	Time	Place, Course, Dist from Court House
------	----------------	------	--------------------------------------

Type of Service: Personal Posting Publication Other
Type of Paper: _____

And not executed as to the defendant, _____ the
Diligence used in finding said defendant being _____ and
The cause of failure to execute this process is _____ and
The information received as to the whereabouts of the said defendant _____

Fees – Serving _____
_____, County, Texas

Sheriff/Constable/Police Chief _____

Deputy _____

UNSERVED RETURN

Came to hand on _____, _____ at _____ am/pm and was returned un-served to the issuing court after the following service attempts:

Date/Time	Location	Notes
-----------	----------	-------

Fees – Serving _____
_____, County, Texas

Sheriff/Constable/Police Chief _____

Deputy _____

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

State of Texas
County of _____

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public,
by _____, this _____ day of _____, 20_____.

STATE OF TEXAS
COUNTY OF GRAYSON

I, Kelly Ashmore, District Clerk in and for Grayson County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the original document as the same appears on the file in the District Court, Grayson County, Texas. Witness my hand and seal of the Court, this the 28th day of February A.D., 2025

KELLY ASHMORE, DISTRICT CLERK
GRAYSON COUNTY TEXAS

B. B. B. B. B.
Deputy



KELLY ASHMORE
Grayson County District Clerk
Justice Center
200 S. Crockett
Sherman, TX 7090

PARTY(S) ATTORNEY
Craig D. Dillard
1111 Bagby Street Suite 2100
Houston TX 77002

CITATION

The State of Texas

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

Waldroop Steel Company
Registered Agent – Bryaden Waldroop
909 E. Sycamore Ave.
Altus OK 73521

Greetings:

You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE** at or before ten o'clock a.m. on the Monday after the expiration of twenty days after the date of service of this citation before the Honorable **15th District Court** of Grayson County, Texas at the Justice Center of said County in Sherman, Texas. Said Plaintiff's Petition was filed in said court on the 19th day of December, 2024 this case, numbered **CV-24-1604** on the docket of said court, and styled:

J&L Wire Cloth, LLC v. Waldroop Steel Company & Waldroop Construction

The nature of the Plaintiff's demand is fully shown by a true and correct copy of the PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE, accompanying this citation and make a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under hand and seal of said court at Sherman, Texas, 19th day of December, 2024.

Kelly Ashmore
District Clerk
Grayson County, Texas

Jamie Morris
Deputy



CV-24-1604

SHERIFF'S RETURN

Came to hand on _____ day of _____, _____, at
 _____ O'clock _____. And executed in _____

County, Texas by delivering to each of the within-named defendant(s), in Person, a true copy of this citation, having first endorsed thereon the date of delivery, Together with the accompanying true and correct copy of the Plaintiff's Petition, at The following times and places, to-wit:

NAME	Date Yr-Day-Yr	Time	Place, Course, Dist from Court House
------	----------------	------	--------------------------------------

Type of Service: Personal Posting Publication Other

Type of Paper: _____

And not executed as to the defendant, _____ the
 Diligence used in finding said defendant being _____ and
 The cause of failure to execute this process is _____ and
 The information received as to the whereabouts of the said defendant _____

Fees – Serving _____
 _____, County, Texas

 Sheriff/Constable/Police Chief

 Deputy

UNSERVED RETURN

Came to hand on _____, _____ at _____ am/pm and was returned un-served to the
 issuing court after the following service attempts:

Date/Time	Location	Notes
_____	_____	_____
_____	_____	_____

Fees – Serving _____
 _____, County, Texas

 Sheriff/Constable/Police Chief

 Deputy

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

State of Texas
 County of _____

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public,
 by _____, this _____ day of _____, 20____.

KELLY ASHMORE
Grayson County District Clerk
Justice Center
200 S. Crockett
Sherman, TX 7090

PARTY(S) ATTORNEY
Craig D. Dillard
1111 Bagby Street Suite 2100
Houston TX 77002

CITATION

The State of Texas

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

Waldroop Construction
Registered Agent – Bryan Waldroop
1800 N. Main #5
Altus OK 73521

Greetings:

You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE** at or before ten o'clock a.m. on the Monday after the expiration of twenty days after the date of service of this citation before the Honorable **15th District Court** of Grayson County, Texas at the Justice Center of said County in Sherman, Texas. Said Plaintiff's Petition was filed in said court on the 19th day of December, 2024 this case, numbered **CV-24-1604** on the docket of said court, and styled:

J&L Wire Cloth, LLC v. Waldroop Steel Company & Waldroop Construction

The nature of the Plaintiff's demand is fully shown by a true and correct copy of the PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE, accompanying this citation and make a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under hand and seal of said court at Sherman, Texas, 19th day of December, 2024.

Kelly Ashmore
District Clerk
Grayson County, Texas

Jamie Morris
Deputy



CV-24-1604

SHERIFF'S RETURN

Came to hand on _____ day of _____, _____, at
 _____ O'clock _____. And executed in _____

County, Texas by delivering to each of the within-named defendant(s), in Person, a true copy of this citation, having first endorsed thereon the date of delivery, Together with the accompanying true and correct copy of the Plaintiff's Petition, at The following times and places, to-wit:

NAME	Date Yr-Day-Yr	Time	Place, Course, Dist from Court House
------	----------------	------	--------------------------------------

Type of Service: Personal Posting Publication Other

Type of Paper: _____

And not executed as to the defendant, _____ the
 Diligence used in finding said defendant being _____ and
 The cause of failure to execute this process is _____ and
 The information received as to the whereabouts of the said defendant _____

Fees – Serving _____
 _____, County, Texas

 Sheriff/Constable/Police Chief

 Deputy

UNSERVED RETURN

Came to hand on _____, _____ at _____ am/pm and was returned un-served to the
 issuing court after the following service attempts:

Date/Time	Location	Notes
_____	_____	_____
_____	_____	_____

Fees – Serving _____
 _____, County, Texas

 Sheriff/Constable/Police Chief

 Deputy

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

State of Texas
 County of _____

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public,
 by _____, this _____ day of _____, 20____.



BILL
KENNEDY
LAW

February 7, 2025

Via Email: colin.minx@nelsonmullins.com & Craig.dillard@nelsonmullins.com

Craig Dillard

Colin Minx

Nelson Mullins

**Re: *J&L Wire Cloth, LLC v. Waldroop Steel Company & Waldroop Construction;*
*Cause No. CV-24-1604***

Mr. Dillard and Mr. Minx:

Please find this Rule 11 agreement as an agreement on the cause enumerated above as to Defendants Waldroop Steel Company and Waldroop Construction. Per our telephone conversation earlier today, the parties agree that counsel for Defendants shall accept service for both defendants on their behalf as of today, February 7, 2025. Therefore, Defendants' answers shall be due Monday, March 3, 2025.

If this accurately represents the parties' intentions and terms regarding service and Defendants' answer date in the above cause, please sign below where indicated and return to me via email at hclark@billkennedylaw.com and monica@billkennedylaw.com. Thank you for your professional courtesies in this matter.

Sincerely,

Hillary Clark

Hillary L. Clark
Attorney at Law

Agreed:


Colin Minx

Craig Dillard

Colin Minx

CASE SUMMARY**CASE NO. CV-24-1604****J&L Wire Cloth, LLC v. Waldroop Steel Company &
Waldroop Construction**§
§
§
§Location: **15th District Court**
Judicial Officer: **Fallon, Jim**
Filed on: **12/19/2024****CASE INFORMATION**Case Type: **Contract: Other****DATE****CASE ASSIGNMENT****Current Case Assignment**Case Number CV-24-1604
Court 15th District Court
Date Assigned 12/19/2024
Judicial Officer Fallon, Jim**PARTY INFORMATION****Plaintiff J&L Wire Cloth, LLC***Lead Attorneys***Dillard, Craig D.**
Retained
346-646-6670(W)**Defendant Waldroop Construction
Waldroop Steel Company****DATE****EVENTS & ORDERS OF THE COURT****INDEX**


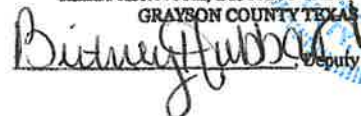
12/19/2024

 **Original Petition (OCA)**
Plaintiff's Original Petition and Requests for Disclosure

12/19/2024

 **Issuance of Citation**
Party: Defendant Waldroop Steel Company; Defendant Waldroop Construction
COPIES - sent to attorney for service

12/19/2024

Citation **Waldroop Steel Company**
Served: 01/29/2025
Response Due: 02/24/2025
Waldroop Construction
Unserved**DATE****FINANCIAL INFORMATION****Plaintiff J&L Wire Cloth, LLC**
Total Charges
Total Payments and Credits
Balance Due as of 02/28/2025366.00
366.00
0.00**STATE OF TEXAS
COUNTY OF GRAYSON**I, Kelly Ashmore, District Clerk in and for Grayson County, Texas,
do hereby certify that the above and foregoing is a true and correct
copy of the original document as the same appears on the file in the
District Court, Grayson County, Texas. Witness my hand and seal of
the Court, this the 28th day of February, A.D., 20 25**KELLY ASHMORE, DISTRICT CLERK
GRAYSON COUNTY TEXAS**
Deputy

CIVIL COVER SHEET

RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
-----------	--------	--------------	-------	------------

LIST OF ALL PARTIES TO STATE COURT ACTION AND PARTY TYPE

J & L Wire Cloth, LLC – Plaintiff

Waldroop Steel Company – Defendant

Waldroop Construction - Defendant

List of Attorneys Involved in this Action

Craig D. Dillard
Colin Minx
Nelson Mullins Riley Scarborough, LLP
1111 Bagby Street, Suite 210
Houston, Texas 77002
Tel: 346-646-6670
Fax: 346-241-3758
Plaintiff's counsel

William P. Kennedy
B. Ryan Weger
Hillary L. Clark
121 S. Austin Avenue
Denison, Texas 75020
Tel: 903.337.1986
Fax: 972.939.6878
Defendants counsel

Exhibit B—Affidavit of Bryan Waldroop

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
(SHERMAN DIVISION)**

J&L Wire Cloth, LLC,

Plaintiff,

v.

**Waldroop Steel Company &
Waldroop Construction,**

Defendants.

____ Civ. ____ (____)(____)

**AFFIDAVIT OF BRYAN
WALDROOP**

AFFIDAVIT OF BRYAN WALDROOP

State of Texas §

§

County of Grayson §

BEFORE ME, the undersigned notary, on this day personally appeared Bryan Waldroop, the affiant, whose identity is known to me, and, being duly sworn, affiant testified as follows:

“My name is Bryan Waldroop. I am over 18 years of age, of sound mind, and capable of making this affidavit. I have never been convicted of a felony or any crime of moral turpitude. The facts stated in this affidavit are within my personal knowledge and are true and correct.

I am the sole owner and member of Waldroop Construction, LLC. Waldroop Construction, LLC is an Oklahoma limited liability company and its principal place of business is at 6001 Wynstone Drive, Edmond, Oklahoma County, Oklahoma 73034. Waldroop Construction, LLC does not maintain and has never maintained an office in Texas. Waldroop Construction, LLC intends to remain incorporated in Oklahoma and to maintain its principal place of business at 6001 Wynstone Drive, Edmond, Oklahoma County, Oklahoma 73034 for the foreseeable future.

I reside in Jackson County, Oklahoma, and I intend to continue living in and residing in Jackson County, Oklahoma for the foreseeable future. My principal place of domicile and residence is the State of Oklahoma. I do not reside in or own any residential or other property in the state of Texas.

Brayden Waldroop is the sole owner and member of Waldroop Steel Company, LLC. Waldroop Steel Company, LLC is an Oklahoma limited liability company and its principal place of business is at 11735 Hana Circle, Edmond, Logan County, Oklahoma. Waldroop Steel Company, LLC does not maintain and has never maintained an office in Texas.


Brayden Waldroop has continuously resided in Canadian or Oklahoma County, Oklahoma since the year 2000. Brayden's principal place of domicile and residence is in the State of Oklahoma.

Further Affiant sayeth not."

[Signature Page Follows]


Bryan Waldroop
Owner
Waldroop Construction, LLC

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Claimant this the 24th day of February 2025, to certify which witness my hand and seal of office.



Notary Public, State of Texas

